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PTO/SB/81 (06-03)

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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**POWER OF ATTORNEY
and
CORRESPONDENCE ADDRESS
INDICATION FORM**

Application Number	09/526,100-Conf. #9168
Filing Date	March 15, 2000
First Named Inventor	Steven Sheppard
Title	OPTICAL CONVERSION DEVICE
Art Unit	2611
Examiner Name	J. Chung
Attorney Docket No.	025684.113-US

RECEIVED

I hereby appoint:

Practitioners at Customer Number 26853

OR

Practitioner(s) named below:

Name	Registration Number	Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

The above-mentioned Customer Number.

OR

The address associated with
Customer Number:

OR

Firm or
Individual Name COVINGTON & BURLING

Address 1201 Pennsylvania Avenue, N.W.

City Washington State DC Zip 20004-2401

Country US Telephone (202) 662-6000 Fax (202) 662-6291

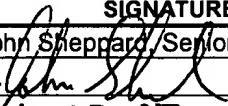
I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

SIGNATURE of Applicant or Assignee of Record

Name John Sheppard, Senior Vice President, Engineering

Signature 

Date 10-23-03 Telephone 707-584-6657

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

*Total of 1 forms are submitted.

#13

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Steven Sheppard, et al.Application No./Patent No.: 09/526,100 Filed/Issue Date: March 15, 2000**OPTICAL CONVERSION DEVICE**

Entitled: _____

NEXT LEVEL COMMUNICATIONS, INC., a Corporation
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title and interest.

The extent (by percentage) of its ownership interest is _____ %
 in the patent application/patent identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. [x] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Sheppard, Steven and McInnis, A.J. To: Next Level Communications, a California corporation
 The document was recorded in the United States Patent and Trademark Office at Reel 010681, Frame 0468, or for which a copy thereof is attached.
2. From: California corporation To: Next Level Communications, L.P., a Delaware limited partnership
 The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: Delaware limited partnership To: Next Level Communications, Inc., a Delaware corporation
 The document was recorded in the United States Patent and Trademark Office at Reel 012973, Frame 0009, or for which a copy thereof is attached.

[x] Additional documents in the chain of title are listed on a supplemental sheet.

- [x] Copies of assignments or other documents in the chain of title are attached.
 [NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

<u>10-23-03</u>	<u>John Sheppard</u>
Date	Typed or printed name
<u>707-584-6657</u>	<u>John S. Sheppard</u>
Telephone Number	Signature
	<u>Senior Vice President, Engineering</u>
	Title

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OCT 31 2003

Technology Center 2600

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b) - Supplemental Sheet

Continuation of chain of title from the inventor(s) to the current assignee.

4. From: Sheppard, Steven et al. To: Next Level Communications, Inc., a

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

5. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

6. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

7. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

8. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

9. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

RECEIVED

OCT 3 1 2003

Technology Center 2600

CORRECTION OF ASSIGNMENT

WHEREAS Steven Sheppard ("Assignor") has made an invention (the "Invention") entitled OPTICAL CONVERSION DEVICE, for which an application for United States Letters Patent was filed on March 15, 2000, and assigned serial number 09/526,100; and

WHEREAS, pursuant to Assignor's obligations to Next Level Communications, Inc., a Delaware corporation, Assignor executed that certain ASSIGNMENT signed in March 2000 (the "Assignment"), attached as Exhibit A

WHEREAS, due to a clerical mistake, the Assignment identified the assignee as "Next Level Communications" and its successors and assigns, instead of "Next Level Communications, Inc.," and its successors and assigns;

WHEREAS, it was Assignor's intent to assign all of Assignor's right, title, and interest in and to the Invention in any and all countries throughout the world and in and to any patent applications on the Invention in any and all countries throughout the world and any patents resulting from any such applications to Next Level Communications, Inc., and its successors and assigns;

WHEREAS on or about November 12, 1999, Next Level Communications was merged into Next Level Communications, Inc., thus making Next Level Communications, Inc., the successor to Next Level Communications;

WHEREAS Assignor and Next Level Communications, Inc., believe that the Assignment was effective to assign, transfer, and set over to Next Level Communications, Inc., all of Assignor's right, title, and interest in and to the Invention in any and all countries throughout the world and in and to any patent applications on the Invention in any and all countries throughout the world and any patents resulting from any such applications;

NOW THEREFORE, be it known that, for the avoidance of any doubt and pursuant to Assignor's obligation under the Assignment to provide further assurances with respect thereto, Assignor is executing this Correction of Assignment and has executed the Corrected Assignment, attached as Exhibit B, expressly identifying Next Level Communications, Inc., as assignee of Assignor's entire right, title, and interest in and to the Invention in any and all countries throughout the world, and in and to any patent applications on the Invention in any and all countries throughout the world and any patents resulting from any such applications;

IN TESTIMONY WHEREOF, I have hereunto set my hand

Steven Sheppard
Steven Sheppard
Assignor

MAY 8, 2003
Date

County of Sonoma)

) ss.

State of California)

Subscribed and Sworn to before me this 8th day of May 2003

Lorelei Farmer, Notary Public



CORRECTED
ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR(S) of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR(S):

Name		Address
Steve Sheppard		322 Wilson Road, Sebastopol, California 95472

hereby sells, assigns and transfers to

ASSIGNEE:

Name		Address
NEXT LEVEL COMMUNICATIONS, INC.	6085 State Farm Drive	Rohnert Park, California 94928

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest for the United States and its territorial possessions, and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

OPTICAL CONVERSION DEVICE

Thomas Eames, Charles Eldering,
invented by Steve Sheppard and A. J. McInnis [INVENTOR(S)] and which is found in

- the U.S. patent application executed on even date herewith;
 the U.S. patent application executed on ;
 the U.S. patent application no. 09/526,100, filed on March 15, 2000;
 the U.S. patent no. issued on ;

and, in and to all Letters Patent, both foreign and domestic, to be obtained for said invention by the above application or any continuation, division, renewal, continuation-in-part or substitute thereof, and as to Letters Patent and any reissue or re-examination thereof, and to any legal equivalent thereof in a foreign country, including, the right to apply for patents and inventor certificates in respect thereof, the right to claim priority, and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of the invention.

ASSIGNOR(S) hereby authorizes ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application or any other information that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for the recordation of this document.

ASSIGNOR(S) hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR(S) further covenants and agrees that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said Invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR(S), and that ASSIGNOR(S) will, at ASSIGNEE's expense, testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE, its assigns or its legal representatives, without further or additional consideration, any and all papers, instruments or affidavits required, render all necessary assistance, and do such additional acts as ASSIGNEE may deem necessary or desirable, to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR(S) hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE's sole use and benefit, and for the use and benefit of ASSIGNEE's legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR(S) had this assignment and sale not been made.

The parties agree that the foregoing covenants and obligations shall bind and inure to the benefit of the heirs, assigns and legal representatives of both parties.

Name: Steve Sheppard


Signature

Date: 5/8/03

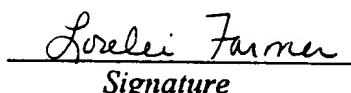
State of

California

County of

Sonoma

Before me this 8th day of May, 2003, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that ~~he/she~~ executed the same of ~~his/her~~ own free will for the purposes therein expressed.


Signature

Date: 5/8/03

CORRECTION OF ASSIGNMENT

WHEREAS A. J. McInnis ("Assignor") has made an invention (the "Invention") entitled OPTICAL CONVERSION DEVICE, for which an application for United States Letters Patent was filed on March 15, 2000, and assigned serial number 09/526,100; and

WHEREAS, pursuant to Assignor's obligations to Next Level Communications, Inc., a Delaware corporation, Assignor executed that certain ASSIGNMENT signed in March 2000 (the "Assignment"), attached as Exhibit A

WHEREAS, due to a clerical mistake, the Assignment identified the assignee as "Next Level Communications" and its successors and assigns, instead of "Next Level Communications, Inc.," and its successors and assigns;

WHEREAS, it was Assignor's intent to assign all of Assignor's right, title, and interest in and to the Invention in any and all countries throughout the world and in and to any patent applications on the Invention in any and all countries throughout the world and any patents resulting from any such applications to Next Level Communications, Inc., and its successors and assigns;

WHEREAS on or about November 12, 1999, Next Level Communications was merged into Next Level Communications, Inc., thus making Next Level Communications, Inc., the successor to Next Level Communications;

WHEREAS Assignor and Next Level Communications, Inc., believe that the Assignment was effective to assign, transfer, and set over to Next Level Communications, Inc., all of Assignor's right, title, and interest in and to the Invention in any and all countries throughout the world and in and to any patent applications on the Invention in any and all countries throughout the world and any patents resulting from any such applications;

NOW THEREFORE, be it known that, for the avoidance of any doubt and pursuant to Assignor's obligation under the Assignment to provide further assurances with respect thereto, Assignor is executing this Correction of Assignment and has executed the Corrected Assignment, attached as Exhibit B, expressly identifying Next Level Communications, Inc., as assignee of Assignor's entire right, title, and interest in and to the Invention in any and all countries throughout the world, and in and to any patent applications on the Invention in any and all countries throughout the world and any patents resulting from any such applications;

IN TESTIMONY WHEREOF, I have hereunto set my hand

A. J. McInnis
A. J. McInnis
Assignor

Date

14 May, 2003

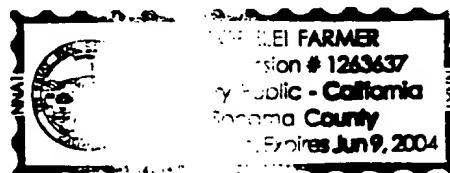
County of Sonoma)

) ss.

State of California)

Subscribed and Sworn to before me this 14th day of May 2003

Lorelei Farmer, Notary Public



CORRECTED
ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR(S) of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR(S):

Name	Address
A. J. McInnis	3709 Espresso Court, Santa Rosa, California 95403

hereby sells, assigns and transfers to

ASSIGNEE:

Name	Address
NEXT LEVEL COMMUNICATIONS, INC.	6085 State Farm Drive Rohnert Park, California 94928

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest for the United States and its territorial possessions, and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

OPTICAL CONVERSION DEVICE

Thomas Eames, Charles Elderding,
invented by Steve Sheppard and A. J. McInnis [INVENTOR(S)] and which is found in

- the U.S. patent application executed on even date herewith;
 the U.S. patent application executed on ;
 the U.S. patent application no. 09/526,100, filed on March 15, 2000;
 the U.S. patent no. issued on ;

and, in and to all Letters Patent, both foreign and domestic, to be obtained for said invention by the above application or any continuation, division, renewal, continuation-in-part or substitute thereof, and as to Letters Patent and any reissue or re-examination thereof, and to any legal equivalent thereof in a foreign country, including, the right to apply for patents and inventor certificates in respect thereof, the right to claim priority, and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of the invention.

ASSIGNOR(S) hereby authorizes ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application or any other information that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for the recordation of this document.

ASSIGNOR(S) hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR(S) further covenants and agrees that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR(S), and that ASSIGNOR(S) will, at ASSIGNEE's expense, testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE, its assigns or its legal representatives, without further or additional consideration, any and all papers, instruments or affidavits required, render all necessary assistance, and do such additional acts as ASSIGNEE may deem necessary or desirable, to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR(S) hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR(S) had this assignment and sale not been made.

The parties agree that the foregoing covenants and obligations shall bind and inure to the benefit of the heirs, assigns and legal representatives of both parties.

Name: A. J. McInnis


Signature

Date: 14 May 2003

State of California
County of Sonoma

Before me this 14th day of May, 2003, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.




Signature

Date: 5-14-03

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 17th day of May, 2003, by Thomas Eames
(hereinafter referred to as Assignor), residing at 4350 Oakridge Rd., Penngrove, CA 94951;

WHEREAS, Assignor has co-invented certain new and useful improvements in
OPTICAL CONVERSION DEVICE set forth in an application for Letters Patent of the United
States, already filed on March 15, 2000, as U.S. application No. 09/526,100; and

WHEREAS, NEXT LEVEL COMMUNICATIONS, INC., a Corporation
organized under and pursuant to the laws of Delaware having its principal place of business at
6085 State Farm Drive, Rohnert Park, California 94928 (hereinafter referred to as Assignee), is
desirous of acquiring the entire right, title and interest in and to said inventions and said
Application for Letters Patent of the United States, and in and to any Letters Patent of the
United States to be obtained therefore and thereon.

WHEREAS Assignor was and has remained obligated to assign, transfer, and set
over to Next Level Communications, Inc., its predecessor entities Next Level Communications
and Next Level Communications, L.P., and their successors and assigns, any and all right, title
and interest in and to said inventions in any and all countries throughout the world, and in and
to any patent applications on said inventions in any and all countries throughout the world and
any patents upon such applications;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and
sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold,
assigned, transferred and set over, and by these presents does sell, assign, transfer and set over,
unto Assignee, its successors, legal representatives and assigns, the entire right, title and
interest in and to the above-mentioned inventions and application for Letters Patent, and in and
to any and all direct and indirect divisions, continuations and continuations-in-part of said
application, and any and all Letters Patent in the United States and all foreign countries which
may be granted therefore and thereon, and reissues, reexaminations and extensions of said
Letters Patent, and all rights under the International Convention for the Protection of Industrial
Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use
and benefit of its successors, legal representatives and assigns, to the full end of the term or
DC: 811491-1

terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor has not promised or purported to sell, assign, transfer, encumber, or set over all or any part of his right, title, and interest in or to the Invention in any country of the world or in or to any patent application on said invention or any patent resulting from any such application, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

COVINGTON & BURLING

Paul J. Berman	36,744	David P. Ruschke	40,151	Joseph E. Topmiller	50,580
Scott B. Markow	46,899	Christopher N. Sipes	39,837	Grady L. White	40,874
Jeannie M. Perron	31,180	Lee J. Tiedrich	42,184	Anthony S. Yoo	45,540
Andrea G. Reister	36,253				

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

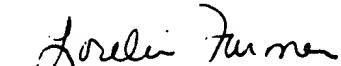


Thomas Eames

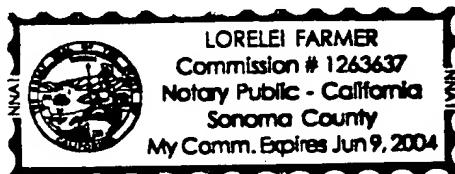
Date: May 12, 2003

United States of America)
State of California) ss.:
County of Sonoma)

On this 12th day of May, 2003, before me personally came Thomas Eames, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Lorelei Farmer
Notary Public



ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 19th day of May, 2003, by Charles Elderling
(hereinafter referred to as Assignor), residing at 16 Washington Square, Doylestown,
Pennsylvania 18901;

WHEREAS, Assignor has co-invented certain new and useful improvements in
OPTICAL CONVERSION DEVICE set forth in an application for Letters Patent of the United
States, already filed on March 15, 2000, as U.S. application No. 09/526,100; and

WHEREAS, NEXT LEVEL COMMUNICATIONS, INC., a Corporation
organized under and pursuant to the laws of Delaware having its principal place of business at
6085 State Farm Drive, Rohnert Park, California 94928 (hereinafter referred to as Assignee), is
desirous of acquiring the entire right, title and interest in and to said inventions and said
Application for Letters Patent of the United States, and in and to any Letters Patent of the
United States to be obtained therefore and thereon.

WHEREAS Assignor was and has remained obligated to assign, transfer, and set
over to Next Level Communications, Inc., its predecessor entities Next Level Communications
and Next Level Communications, L.P., and their successors and assigns, any and all right, title
and interest in and to said inventions in any and all countries throughout the world, and in and
to any patent applications on said inventions in any and all countries throughout the world and
any patents upon such applications;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and
sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold,
assigned, transferred and set over, and by these presents does sell, assign, transfer and set over,
unto Assignee, its successors, legal representatives and assigns, the entire right, title and
interest in and to the above-mentioned inventions and application for Letters Patent, and in and
to any and all direct and indirect divisions, continuations and continuations-in-part of said
application, and any and all Letters Patent in the United States and all foreign countries which
may be granted therefore and thereon, and reissues, reexaminations and extensions of said
Letters Patent, and all rights under the International Convention for the Protection of Industrial
Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use

and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor has not promised or purported to sell, assign, transfer, encumber, or set over all or any part of his right, title, and interest in or to the Invention in any country of the world or in or to any patent application on said invention or any patent resulting from any such application, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

COVINGTON & BURLING

Paul J. Berman	36,744	David P. Ruschke	40,151	Joseph E. Topmiller	50,580
Scott B. Markow	46,899	Christopher N. Sipes	39,837	Grady L. White	40,874
Jeannie M. Perron	31,180	Lee J. Tiedrich	42,184	Anthony S. Yoo	45,540
Andrea G. Reister	36,253				

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

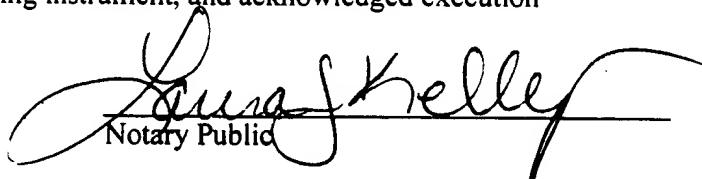


Charles Elderling

Date: May 19th, 2003

United States of America)
State of Pennsylvania) ss.:
County of Bucks)

On this 19th day of May, 2003, before me personally came Charles Elderling, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Laura J. Kelly
Notary Public

Notarial Seal
Laura J. Kelly, Notary Public
Doylestown Boro, Bucks County
My Commission Expires Jan. 12, 2004

Member, Pennsylvania Association of Notaries